


MASSACHUSETTS NURSES ASSOCIATION

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MASSACHUSETTS NURSES ASSOCIATION

Agreement
between
The Mercy Hospital
and
Massachusetts
Nurses Association

January 1, 2001 — December 31, 2003

MASSACHUSETTS NURSES ASSOCIATION

MEMBERSHIP/DUES POLICY

1. Upon completion of the thirty (30) days' probation period, all nurses who are not members of the Massachusetts Nurses Association shall, as a condition of employment, pay to the Association a service fee.
2. If you go out on a paid leave of absence, you are obligated to continue paying full membership dues or service fees - either continuing payroll deduction or paying MNA directly.
3. If you are on an unpaid leave or workers' compensation, you are also obligated to maintain dues payments, but may do so at the 50% rate by calling the MNA Member Services Department and making arrangements for payment.
4. If you are on payroll deduction, you will be billed for the weeks when a deduction is not received from your employer. You are responsible for making any missed dues payments, not your employer.
5. Failure to keep payments current will result in your employer being notified that your employment must be terminated.
6. The benefits of membership include attendance at contract ratification meetings and the local unit meetings, all mailings to the bargaining unit, newsletters, the right to vote in local unit elections and MNA elections, the right to run for office and the right to vote on your contract.
7. **SERVICE/AGENCY FEE PAYORS RECEIVE NONE OF THESE BENEFITS.**
It is the responsibility of each bargaining unit member to notify the MNA Member Services Department of changes in status, name and address within thirty (30) days to assure proper credit and continuation of services. No refunds will be issued if the member fails to fulfill this requirement.
8. If a member of a collective bargaining unit changes status more than once in a twelve-month period, i.e., from member to agency fee payor or from agency fee payor to member, an administrative fee of fifty dollars (\$50.00) will be charged at the time of the second change.

Serving the Nurse and the Profession of Nursing

From its founding in 1903 to the present, the Massachusetts Nurses Association has served as the organization of nursing in Massachusetts and continually strives to preserve the identity, integrity, and continuity of the profession of nursing.

MNA is active in all facets of the profession of nursing. Programs and services provided to members include:

Legislation

MNA initiates and promotes sound legislation to improve health care for Massachusetts citizens and to advance nurses and the nursing profession. The Department and the Congress on Health Policy and Legislation work directly with legislators and take a proactive stand on the development of bills that have a potential impact on nursing and health care. MNA continually monitors legislation introduced both in Massachusetts and in Washington, DC. Through its legislative network and full-time lobbyist, MNA promotes legislation and advances the interest of nurses, nursing and better health care. NursePLAN, the political action committee of MNA, promotes nursing's interests by raising funds for campaign contributions to candidates who are sensitive to nursing's positions.

Continuing Education

Recognizing that continuing education is not just a privilege for nurses, but a responsibility, MNA has made a commitment to encourage and facilitate life-long learning. The Continuing Education Committee, through its Continuing Education Approval Program, supports a voluntary system for continuing education. Nurses attending offerings approved by MNA receive contact hours which meet professional standards and criteria. In addition to approving continuing education offerings, programs and sponsors, MNA also directly provides continuing education events through which nurses can earn contact hours. The Continuing Education Committee will continue to plan innovative programs to meet members' learning needs.

Nursing Practice

MNA provides a forum to help its members cope with the changing concepts and new technologies of modern nursing practice. MNA's Congress on Nursing Practice works to promote the implementation of Standards of Nursing Practice; offers consultation on current individual practice problems; acts as an advocate in maintaining the scope and integrity of nursing practice; and offers leadership and information on such current concerns as third party reimbursement and practice in the expanded role.

Labor Relations

MNA represents nurses whenever nurses, themselves, decide to engage in collective bargaining with their employers. Thousands of nurses in Massachusetts have already chosen MNA to represent them. MNA believes that professional nurses must be able to practice under terms and conditions which enable them to deliver the best possible patient care, as well as terms which provide them the best possible rewards for delivering it. To nurses who want to achieve that goal, MNA offers a full range of professional support services: from advice on exercising their legal employment rights to negotiating and enforcing employment contracts. For nurses who want to achieve that goal, an elected Cabinet for Labor Relations assists with support services statewide and provides the information, education and training which nurses need to effectively achieve it.

For members who experience employment-related problems, but who cannot engage in collective bargaining, MNA provides support services such as advice on appropriate problem solving procedures and referral to legal counsel. In addition, all MNA members receive the benefits of the Cabinet for Labor Relations' support of a broad range of economic and employment research, as well as its support of the publication of pertinent research findings. The program also makes its technical experts available to all groups of MNA members who want information or advice on matters ranging from sex discrimination in employment to health care economics.

Nursing Education

Through the Congress on Nursing Practice and Staff Development Committee, MNA provides leadership in recommending standards for nursing education in Massachusetts. MNA provides career information to prospective nursing students and to registered nurses interested in furthering their education. The Congress is responsible for addressing major issues such as minority recruitment into nursing, educational preparation for nursing and financial support for nursing education.

Convention

Each year MNA provides a forum for nurses across the state to participate in the governance of their association. MNA's annual convention offers members the opportunity to voice their opinions and add input which shapes the Association's directorial force. Business sessions and forums provide insight into the policies and procedures of the Association. Among the annual highlights are the exhibition program which offers members the newest equipment, career opportunities and information concerning nursing, and MNA's awards banquet to pay tribute to outstanding nurses. There are also continuing education opportunities during the convention schedule.

Publications

MNA members receive many regular and special publications which keep them up to date on their profession. The Mass Nurse, published monthly, contains information important to Massachusetts registered nurses, as well as information about MNA. Members also receive additional information through special mailings.

Group Programs

MNA members receive reduced rates on MNA's endorsed professional liability (malpractice) insurance. Other insurance programs provide term life insurance, comprehensive major medical insurance, hospital confinement benefits, long term disability income, and excess major medical coverages at special rates for MNA members. MNA also sponsors a group credit card program for members. The credit card program offers a low interest rate, no annual fee the first year, and many additional benefits to cardholders.

Other Services

MNA members have all of MNA's resources available when needed. MNA's staff can provide professional counseling and consultative services for practice problems or service and education questions. Members requiring information on any aspect of nursing can find assistance through MNA. Members receive reduced rates for certification, continuing education programs, convention registration, and for other MNA sponsored programs.

The 18,000 members of MNA represent all areas of nursing, from staff members to nursing administrators, from educators to nurse practitioners, as well as other areas of health care. Through participation in nursing's professional association, MNA members support a strong voice for the profession of nursing, and acknowledge their career commitment to professionalism.

MERCY HOSPITAL

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AGREEMENT

AGREEMENT made and entered into this 4th day of January 2001, by and between the MERCY HOSPITAL (hereinafter referred to as the "Hospital"), and the MASSACHUSETTS NURSES ASSOCIATION (hereinafter referred to as the "Association").

PREAMBLE

The Hospital's primary obligation is to provide quality health and medical care. In furtherance of this obligation, it is the intent of this Agreement to establish harmonious relationships between the Hospital and the Professional Nurses, to assure high standards of patient care, to establish fair and equitable wages, hours and other terms and conditions of employment, and to maintain an amicable process of collective bargaining. Both parties will make every reasonable effort to meet the needs of the community for quality professional nursing care.

ARTICLE I

1.01 Recognition.

In accordance with the certification of the Massachusetts Labor Relations Commission, the Hospital recognizes the Association as the sole and exclusive bargaining representative for all registered nurses excluding the Vice President of Nursing, Director of Nursing Service, Associate Director, Assistant Directors of Nursing Service, Nurse Managers, Clinical Nurse Supervisors, Nursing Administrative Supervisors, Supervisors, members of Religious orders and further excluding all other employees of the Hospital.

1.02 Participation in Professional Association.

(a) The Hospital will advise all new nurses at the time of employment that the Association is their bargaining representative and will notify the Association in writing monthly of the name, address, classification, and initial work area of each new registered nurse and graduate nurse and the names of any nurses who have terminated or left on a Leave of Absence during the previous month. All nurses hired after October 1, 1996, beginning thirty (30) days following the commencement of his/her employment, shall, as a condition of employment, become a member of the Association or pay an Association Service Fee in such amounts as may be required by the Association. The Hospital will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Association.

(b) Any nurse who was employed by the Hospital as of October 1, 1996 shall as a condition of continued employment remain or become a member of the Association or pay an Association Service Fee in such amounts as may be required by the Association. The Hospital will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Association.

(c) During the regular Hospital orientation the hospital shall make available to MNA the opportunity to meet and provide a luncheon to new hires, at MNA's cost, from 12:00 p.m. to 1:00 p.m. during the first week of orientation at the employee's choice (no overtime).

(d) Twice a year in February and August, the Hospital shall provide the Association and the chairperson with a master seniority list including addresses of the registered nurses in the bargaining unit. The Hospital shall post the seniority list twice annually during February and August for one month.

2.03 Dues Check-Off

The Hospital agrees to deduct annual Association membership dues and voluntary Association Service fees on a weekly basis from the salary of the registered nurses and to remit the same to the Association on the following basis:

(a) Each individual nurse who wants dues or Association Service fees to be checked off must sign and have on file with the Hospital Personnel Department a dues check off authorization card which authorizes such deduction. The authorization can be revoked at any time by terminating employment or upon tendering a written revocation to the Hospital and the Association; and further, that such revocation shall become effective on the first payroll period of the month following the termination or the filing of the revocation.

(b) At the written and signed authorization of a member of the bargaining unit, the Hospital will deduct, weekly, dues for the Mercy Hospital Professional Chapter from an employee's wages. Such deductions will be made in accordance with the executed authorization form. The local Treasurer shall monthly receive the dues check with a record of the employees involved and the amount withheld from each no later than 10 days after the end of the month in which the deductions were made.

(c) At the written and signed authorization of a member of the bargaining unit, the Hospital will deduct, weekly, dues for the Mercy Hospital Professional Chapter from an employee's wages. Such deductions will be made in accordance with the executed authorization form. Such amounts withheld shall be forwarded to the Professional Chapter Treasurer with a record of the employees involved and the amount withheld from each no later than 10 days after the end of the month in which the deductions were made.

(d) The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits, or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the Hospital for the purposes of complying with any of the provisions of this article, or in reliance on any authorization, revocation, list, notice, or assignment furnished under any of such provisions.

1.04 Wherever in this agreement the singular is used, it shall also mean the plural. Wherever the feminine is used, it shall also mean the masculine.

1.05 Association Meetings

Subject to prior notice and approval of the Vice President of Nursing Affairs or Designee, space on the Hospital premises may be provided for the conduct of Association activities as follows: ratification meetings and elections of officers and committee members.

1.06 Bulletin Boards

The Hospital will provide bulletin board space near employee elevator for posting Association notices. All notices shall be subject to Hospital approval, which approval shall not be unreasonably withheld. The key for the bulletin board will be available at the Nursing Administrative Office.

1.07 File Cabinet

The Hospital will provide a locked four drawer file cabinet in an agreed upon location to which the MNA chairperson will have the key or combination for use by the MNA.

ARTICLE II

2.01 Introductory Evaluation Period

(a) The first six (6) months of employment or re-employment shall be the introductory evaluation period. During said period, transfer or discharge will be at the sole discretion of the Hospital without recourse by the Association or the nurse. Upon successful completion of the introductory evaluation period, registered nurses shall be regarded as permanent (full-time or part-time) and accorded seniority status computed as-of their most recent date of hire.

(b) Every newly employed nurse or nurse floated, transferred, or promoted to a new specialty, will go through a specific reasonable orientation program which will depend on the nurse's experience including exposure to that new specialty.

2.02 Full-Time Registered Nurses

Full-time registered nurses are those hired to work a full schedule of: five 8-hour shifts on days, evenings, or nights; three 12-hour shifts on days or nights for 36 hours; four 10-hour shifts on days or evenings, on a permanent basis.

2.03 Permanent Weekend Nurses

Permanent Weekend Nurses shall be those hired to work two 12-hour shifts each and every weekend.

2.04 Scheduled Part-Time Nurses

Scheduled part-time nurses are those registered nurses who work at least 8 hours per week and do not fit into established full-time patterns.

2.05 Temporary Employment

Nurses employed temporarily are hired only for specific assignments. Employment will be terminated when the employee is unable to complete the assignment or when the assignment is completed.

2.06 Per Diem Nurses.

Per diem nurses are those hired to work on a limited basis, as fill-in or relief personnel, and who do not work, normally, in the same pattern as scheduled part-time or full-time registered nurses. Per Diem Nurses shall not cause a regular nurse to be laid off, reduced in hours, or routinely displaced. The Hospital shall not assign Per Diem Agency and/or temporary Nurses in order to avoid the creation of a permanent position.

2.07 Change in Scheduled Hours.

(a) Temporary overtime or a temporary reduction in hours worked shall not affect the category in which the nurse is classified hereunder, unless such change in hours is of such duration as to become part of the nurse's normally scheduled work week. Nurses who desire a permanent change in scheduled hours are required to submit a written request to the Director of Nursing at least two (2) weeks (14 days) previous to the requested date of change. The Director of Nurses may approve of said request, governed by necessary hospital coverage.

(b) The Hospital will use its best efforts to float nurses only to specialty areas where the nurse has received previous experience, or in-service training, or orientation.

(c) If any employee has a documented legitimate medical condition, which makes him/her physically unable to rotate shifts, the hospital will use its best efforts to accommodate that employee's schedule.

(d) Nurses shall not be allowed to switch position with another RN if the need exists for a position which M.N.A. will be consulted.

2.08 Notice of Resignation.

When a nurse intends to resign, she/he shall give the Hospital three (3) weeks advance notice, except when the nurse is resigning under a mutual agreement with the Hospital. A nurse who is terminating her employment with the Hospital may request an exit interview and further may receive a copy of the exit interview.

3.01 Regular Salaries.(a) Salary Increases:

Effective December 31, 2000, for Nurses in Grade 1, Nurses on Steps 1 through 4 will receive a 2.5% wage increase. Nurses on Steps 5 and 6 will receive a 3.5% wage increase. Nurses on Steps 7 (10 years), step 8 (15 years), step 9 (20 years) will receive a 4.0% wage increase.

Nurses in Grades 2, 3 and 4 will receive a 2.5% wage increase across the board.

Effective December 30, 2001, for all Grades, a 3% annual wage increase.

Effective January 05, 2003, for all Grades, a 3.5% annual wage increase.

(b) A nurse will advance from date of hire on the salary scale annually until reaching Step 6.

Upon entering Step 6, advancement to Step 7 will occur after the completion of four (4) years regardless of their seniority with the employer.

Upon entering Step 7, advancement to Step 8 will occur after the completion of five (5) years regardless of their seniority with the employer.

Upon entering Step 8, advancement to Step 9 will occur after the completion of five (5) years regardless of their seniority with the employer.

All advancements will occur on the nurse's anniversary date.

Effective 12/31/00

Grade 1 - Staff Nurse/IV Therapy

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Minimum	(24 mo)	(24 mo)	(36 mo)	(48 mo)	(60 mo)	(72 mo)	(120 mo)	(180 mo)	(240 mo)
Hourly	\$ 20.672	21.281	21.836	22.589	23.490	24.658	25.880	26.657	27.457
Weekly	\$ 826.88	\$ 851.24	\$ 877.52	\$ 903.56	\$ 939.60	\$ 986.32	\$ 1,033.20	\$ 1,066.28	\$ 1,098.28
Annually	\$42,997.76	\$44,264.48	\$45,631.04	\$48,985.12	\$50,819.20	\$53,296.64	\$55,830.40	\$58,446.56	\$61,110.56

Grade II - Instructor Health Education, etc.

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mo)	(24 mo)	(36 mo)	(48 mo)	(60 mo)	(72 mo)	(120 mo)	(180 mo)
Hourly	\$ 22.128	22.803	23.476	24.153	24.906	25.154	27.330	28.148
Weekly	\$ 885.11	\$ 912.13	\$ 939.11	\$ 967.31	\$ 996.30	\$ 1,046.16	\$ 1,093.16	\$ 1,123.90
Annually	\$46,025.62	\$47,430.60	\$48,833.46	\$50,300.28	\$51,807.60	\$54,400.11	\$56,945.52	\$58,548.85

Grade III - Nurse Practitioner

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mo)	(24 mo)	(36 mo)	(48 mo)	(60 mo)	(72 mo)	(120 mo)	(180 mo)
Hourly	\$ 23.671	24.375	25.117	25.855	26.642	27.974	29.231	30.107
Weekly	\$946.85	\$974.98	\$1,004.66	\$1,034.18	\$1,065.67	\$1,118.87	\$1,168.24	\$1,204.29
Annually	\$49,236.41	\$50,698.96	\$52,242.51	\$53,777.57	\$55,414.94	\$58,186.54	\$60,800.38	\$62,673.24

Grade IV - Clinical Nurse Specialist

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)
Hourly	\$23,264	\$24,297	\$25,271	\$26,309	\$27,393	\$28,636
Weekly	\$530.58	\$570.27	\$581.06	\$605.25	\$629.32	\$661.46
Annually	\$28,390.00	\$29,553.78	\$30,264.46	\$32,172.04	\$33,056.36	\$35,563.82

Effective 1/23/2001 for all Grades, a 3% annual wage increase.

Grade I - Staff Nurse/V. Therapy

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)	(120 mos)	(144 mos)
Hourly	\$21,292	\$21,918	\$22,596	\$23,267	\$24,195	\$25,308	\$26,656	\$28,281
Weekly	\$505.69	\$511.78	\$520.85	\$530.67	\$550.79	\$581.91	\$616.26	\$658.23
Annually	\$26,352.50	\$27,352.41	\$27,699.97	\$28,394.67	\$29,124.96	\$30,827.30	\$32,445.31	\$34,923.88

Grade II - Instructor Health Education, etc.

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)	(120 mos)	(216 mos)
Hourly	\$22,792	\$23,487	\$24,182	\$24,906	\$25,655	\$26,939	\$28,150	\$29,992
Weekly	\$511.87	\$533.48	\$556.28	\$570.34	\$590.21	\$610.74	\$632.00	\$661.70
Annually	\$26,707.00	\$28,053.15	\$29,209.27	\$30,209.66	\$30,822.90	\$32,527.33	\$33,551.79	\$35,404.26

Grade III - Nurse Practitioner

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)	(120 mos)	(216 mos)
Hourly	\$24,361	\$25,106	\$25,870	\$26,630	\$27,441	\$28,614	\$30,108	\$31,011
Weekly	\$565.26	\$581.23	\$593.80	\$615.21	\$636.54	\$661.53	\$692.42	\$712.76
Annually	\$29,713.50	\$30,721.83	\$31,208.40	\$32,784.90	\$34,177.36	\$35,632.14	\$37,364.39	\$38,561.93

Grade IV - Clinical Nurse Specialist

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)
Hourly	\$23,962	\$24,864	\$25,830	\$26,860	\$27,960	\$29,456
Weekly	\$546.48	\$571.37	\$593.19	\$619.52	\$636.17	\$673.92
Annually	\$28,544.70	\$30,067.39	\$31,141.39	\$32,983.71	\$34,160.07	\$36,437.76

Effective 1/05/03 for all Grades, a 3.5% annual wage increase.

Grade I - Staff Nurse/V. Therapy

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)	(120 mos)	(144 mos)
Hourly	\$23,037	\$23,687	\$24,337	\$25,081	\$25,942	\$26,927	\$28,041	\$29,271
Weekly	\$530.50	\$547.46	\$561.85	\$583.24	\$598.56	\$619.45	\$641.71	\$665.26
Annually	\$27,630.00	\$29,116.92	\$29,704.20	\$30,892.80	\$31,885.92	\$33,269.40	\$34,504.32	\$36,915.12

Grade II - Instructor Health Education, etc.

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)	(120 mos)	(144 mos)
Hourly	\$23,590	\$24,308	\$25,029	\$25,760	\$26,533	\$27,881	\$29,135	\$30,007
Weekly	\$543.58	\$563.37	\$581.16	\$599.21	\$618.13	\$648.26	\$678.41	\$697.29
Annually	\$28,356.27	\$29,593.01	\$30,669.74	\$31,925.00	\$33,220.50	\$34,793.46	\$36,601.10	\$37,414.82

Grade III - Nurse Practitioner

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)	(120 mos)	(216 mos)
Hourly	\$25,235	\$25,994	\$26,776	\$27,582	\$28,401	\$29,223	\$30,182	\$31,286
Weekly	\$1,009.39	\$1,039.38	\$1,071.02	\$1,102.49	\$1,136.08	\$1,172.86	\$1,212.47	\$1,255.84
Annually	\$52,488.47	\$54,047.63	\$55,693.15	\$57,129.58	\$58,076.10	\$62,028.77	\$64,818.24	\$66,739.50

Grade IV - Clinical Nurse Specialist

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Minimum	(24 mos)	(24 mos)	(24 mos)	(48 mos)	(60 mos)	(72 mos)
Hourly	\$24,801	\$25,659	\$26,541	\$27,446	\$28,382	\$29,520
Weekly	\$572.04	\$593.35	\$612.62	\$630.85	\$649.06	\$678.12
Annually	\$29,966.10	\$31,176.25	\$32,736.34	\$33,736.44	\$34,718.35	\$37,458.07

(c) Effective January 1, 1993 - the twenty (20) year step will be changed to an eighteen (18) year step. Effective December 31, 2000, Step 8 will become a fifteen (15) year increment from the previous step. Step 9 will be calculated in a 3% increment will move to the new Step 9.

(d) RN's who work as full-time employees by virtue of working three 12-hour shifts shall receive 36 hours of compensation and differentials as noted: 7:00 a.m. to 7:30 p.m., 4 hours evenings; 11:00 a.m. to 11:30 p.m., 8 hours evenings; 7:00 p.m. to 7:30 a.m., 4 evenings and 8 nights.

3.02 Part-Time Nurses.

Part-time nurses will be paid at the hourly rate determined by dividing the weekly salary set forth above by 40 and taking the result to the nearest cent plus any differentials.

3.03 Newly Employed Nurse.

Newly employed registered nurses with more than six (6) months of acute care hospital experience will be placed at a step in their pay grade in accordance with their prior experience as determined by the Vice President of Patient Care Services or designee and will advance annually through the steps until reaching Step 6 at which time the nurse will advance consistent with Article 3.01.

3.04 Degree Differential.

Any nurse who produces written evidence of having a Baccalaureate Degree in nursing from an accredited college shall be paid a differential of \$10 per week. No nurse shall be eligible for the differential until evidence of the degree is received by the Human Resources Department of the Hospital and the differential shall only be paid for the time after the nurse presents evidence of the degree to Human Resources.

3.05 Shift Differential

(a) Upon ratification, nurses working between the hours of 3:00 p.m. to 11:30 p.m. shall receive one dollar and 35/100 (\$1.35) per hour for each hour worked during such period provided that said differential shall not be applicable to any day shift commencing prior to 10:00 a.m.

(b) Effective December 31, 2000, nurses working between the hours of 11:15 p.m. to 7:15 a.m. shall receive three dollars (\$3.00) per hour for each hour worked during such period. Effective December 30, 2001, nurses working between the hours of 11:15 p.m. to 7:15 a.m. shall receive three dollars and 15/100 (\$3.15) per hour for each hour worked during such period. Effective January 5, 2003, nurses working between the hours of 11:15 p.m. to 7:15 a.m. shall receive three dollars and 25/100 (\$3.25) per hour for each hour worked during such period.

(c) Full-time and scheduled part-time nurses regularly employed on the evening and night shift will have the shift differential computed into holiday and vacation pay.

3.06 Weekend Differential

Nurses working on weekend shifts which (for the purposes of this section) shall mean all shifts starting with the tour of duty beginning with the day shift (7:00 a.m.) on Saturday through the tour of duty ending with the night shift (7:00 a.m.) on Monday shall receive, effective December 31, 2000, additional compensation of one dollar and 50/100 (\$1.50), effective December 30, 2001, one dollar and 55/100 (\$1.55), and effective January 5, 2003, one dollar and 60/100 (\$1.60) per hour for each hour worked during said period.

3.07 "On Call"

Effective January 1, 1993 Nurses "on-call" shall be paid at the rate of two-dollars and 50/100 (\$2.50) per hour when "on-call". Each time they are called back to the Hospital from "on-call" status, "on-call" pay stops and they shall be paid for all time worked but in no event for less than three hours at time and one-half the Nurse's regular straight-time rate.

Nurses called back during the 11 p.m. - 7 a.m. shift and scheduled on the shift immediately following day shift shall have three (3) rest hours as agreed between the parties and shall not lose any regular pay or benefits as a result of not working a full eight (8) hour shift. This will be a normal practice unless surgical schedule and/or staffing does not permit. The nurse is responsible to inform the Director of Surgical Services of her preference.

Subject to surgical schedule or staffing it will be normal practice that when an RN works an eight (8) hour shift prior to being on call and continues to work until 11:00 p.m. or later, she or he will be given three (3) hours of rest time provided that she/he is scheduled to work the next day and there hasn't been eight (8) hours between her/his shift that she/he is scheduled to work.

It shall be the normal practice for any RN working and on-call for sixteen (16) or more hours to have three (3) rest hours as agreed between the parties and not lose any regular pay or benefits subject to surgical schedule and staffing.

Voluntary On Call Program for Critical Care Units:

- A) Programs will only be used to cover unanticipated increase in census/activity.
- B) Programs will only be used in Critical Care Units.
- C) On call nurses will not be used in lieu of a scheduled RN who would then be floated off the units.

- D) Hourly pay \$2.50 per hour.
- E) Maximum daily on-call sign up is for a 12 hour period.
- F) Staff will sign up to accept call only during non-scheduled time.
- G) Release from on call status will be granted for illnesses or emergency.
- H) On call need will be decided by the nurse manager.
- I) When an ICU/CCU RN is scheduled on-call, said RN will be first RN to be called in to work.

3.08 Rate After Promotion/Transfer to Lower Pay Grade.

- a) If promoted to a higher grade after one year, bargaining unit seniority will determine step not time in grade. A nurse with less than 1 year bargaining unit seniority will be placed in the step, in said higher grade, which will provide not less than \$7.50 a week increase over her previous salary.

- b) When a nurse is permanently transferred to a job in a lower pay grade, either as a result of a demotion, layoff or on a voluntary basis, that nurse will be placed in a step in the lower classification appropriate to her/his length of continuous service, plus credit for any prior experience which the hospital may have granted her/him.

3.09 Relief in Higher Classification.

Staff Nurses shall not be assigned to Relief in Higher Classification.

ARTICLE IV

4.01 Hours of Work.

The regular shift hours shall be 8 hours, 10 hours, and 12 hours. Pay period begins 7:00 a.m. Sunday. Posted hours shall be noted in a nurse's acceptance letter.

Other positions may require different hours to meet Unit/Departmental needs. The Association will be notified of modification(s) in the above in sufficient time for it to respond.

4.02 Overtime.

(a) All authorized work performed in excess of eight (8) hours in a day, ten (10) hours in a day or twelve (12) hours in a day if regularly scheduled, or forty (40) hours in a week shall be paid for at one and one-half (1 1/2) times the nurse's regular rate. Unworked holidays for which the nurse has received holiday pay and vacation days shall be considered time worked for overtime purposes, there shall be no pyramiding of overtime.

In accordance with the Earned Time policy and this section, if a nurse is on Earned Time and opts to bank the 8 hours or 12 hours if regularly scheduled of holiday or vacation pay, overtime shall not apply.

(b) The Hospital will endeavor to distribute time evenly among RN's who volunteer to work any scheduled or unscheduled extra-hours. To insure an equitable distribution of extra-hours, the following system will apply.

1. A nurse who wants extra hours (scheduled or unscheduled) will notify the staffing office. The list will be arranged according to seniority.

2. The first person on the list will be offered any scheduled extra-hours. If that person declines, the same offer will be made to the next person in line on the list by seniority until someone accepts. Any person who declines or is given extra hours goes to the bottom of the list.

3. For unscheduled extra hours, if none of the nurses who are on the volunteer list have accepted the unscheduled extra-hours, or are not available at the time of the phone call, the Hospital may offer these hours to nurses working, by seniority, who are on the list.

(c) Voluntary time switches between eight hour and twelve hour Registered Nurses (if agreed to by both registered nurses and the Hospital) may be made without payment of overtime.

4.03 Time Schedules and Days Off.

(a) Time schedules and days off shall be posted three (3) weeks in advance when possible. Such schedules shall be subject to revision in the event of an emergency. Schedules for nurses will reflect committed hours and specifically agreed to extra shifts. Staff nurses may be asked to work extra shifts to meet staffing needs. The nurse should be asked to do so before time is posted.

Permanent part-time RN's will be offered extra shifts before per diem RN's. When the Nursing Supervisor is aware of unfilled hours in the schedule, the Supervisor will post on a weekly basis the schedule and offer those hours to the permanent part-time RN's before offering hours to per diem RN's.

All requests for changes in the staffing schedule and/or earned time must be submitted in writing to the staffing coordinator three (3) weeks in advance of posting time. Requests for even exchanges within posted time must reach the staffing coordinator by seven (7) A.M. on the Wednesday prior to the week of the change.

(b) Nurses may be employed to work days, evenings, nights with rotation. Rotation to off shifts (evening or nights) by the staff will be shared equally among those available to rotate. However, rotation to a third shift shall not occur except for a staffing emergency without the RN's permission within a single pay period.

4.04 Weekend Off.

Subject to its operating requirements, the Hospital will endeavor to give nurses every other weekend off.

ARTICLE V

5.01 Earned Time

The Earned Time Plan provides a program of consolidated earned time off with pay and shall not be limited to weekdays.

5.02 Eligibility

All permanent full-time and part-time nurses are entitled to Earned Time.

5.03 Accrual

All nurses will accrue Earned Time based on paid hours (excluding overtime) Pay for earned time will include shift differentials as applicable. (Sick time excluded.) A permanent full-time nurse is scheduled to be paid 2,080 hours (40 hours x 52 weeks) per year and will therefore, accrue 1/2080 of their annual Earned Time allowance for each hour paid. Earned time accrual shall be calculated on weekly pay stubs.

Permanent Full-Time Nurses:

Length of Service in the Hospital	Annual Days	Annual Hours	Paid Hours Per Full Year Worked	Earned Time Hours Accrual Rate/hr Paid
1 to 3 years	27	216	2,080	1042
(12 mos. to 36 mos.)	32	256	2,080	1225
After 3 yrs (36 mos.)	37	296	2,080	1425
After 10 yrs (120 mos.)	42	336	2,080	1620
After 20 yrs (240 mos.)				

Part-Time Employees

Permanent part-time employees accrue Earned Time at the same hourly rate of accrual as full-time employees, but since they work less hours, they will receive only a pro-rata of the allowance for a full-time employee.

5.06 Newly Employed Nurse:

Newly employed nurses begin accruing Earned Time on the first hour of employment but must complete ninety (90) days of continuous employment before they become eligible for Earned Time. An Earned Time day can be advanced for a holiday but will be deducted from accumulated Earned Time after completion of ninety (90) days.

5.07 Usage of Earned Time

(a) Vacation - Non-Prime Time

During non-prime time, vacations will be granted on a first come, first serve basis rather than by seniority with the stipulation that vacation can only be requested to a maximum of one year prior to date of vacation. The Staffing/Nurse Manager will respond to the RN requesting vacation time within three (3) weeks from the date of submission. Any conflicts with requests submitted on the same day for the same vacation time will be resolved by first bringing it to the attention of the RN's involved in writing. The conflict should be resolved between the registered nurses within forty-eight (48) hours. The registered nurses will inform the Nursing Administration of the resolution in writing.

If a conflict cannot be resolved between the requesting registered nurses, the choice of senior registered nurse will have precedence. Any conflicts with identical seniority will be resolved by casting lots.

(b) Vacations - Prime Time

For prime time (May 30 to September 8), vacations will be given out by seniority with a maximum of two weeks per person during prime time until all requests have been granted or all vacation time available in prime time has been used.

Any conflicts in prime time vacation requests will be resolved as set out in subsection A of the current contract.

If it becomes necessary to use unscheduled time, staff whose shift commences prior to 10:00 a.m. must make every reasonable attempt to notify the Hospital two (2) hours before their scheduled time to work (for all shifts). For all other shifts, staff must make every reasonable attempt to call two hours prior to reporting for work. Failure to comply with departmental policies may result in the employee not being paid for one day. If the nurse is unable to come to work for more than one day, she must notify the Hospital on each day of absence.

(d) Scheduled:

1. The Hospital is responsible for staffing and assigning coverage for requested days off submitted by a nurse in a timely manner and prior to the posted time schedule.
2. All requests for changes in the staffing schedule or scheduled earned time must be submitted to the office of the staffing coordinator three weeks in advance of posted time.

2. Scheduled time off of five (5) consecutive work days or more are payable in advance if requested at least two weeks prior to that scheduled time off.

3. Every effort will be made to grant such requests.
4. Requests will be granted on the basis of seniority.

(e) Use:

1. Accumulated Earned Time may be used for vacation, holiday, sick time or other personal reasons. The minimum amount of time chargeable to Earned Time is one hour. Time must be taken in one hour blocks.
2. Full-time nurses will be required to use fifteen (15) days/one hundred twenty (120) hours of Earned Time annually.
3. Part-time nurses are required to use seven and one-half (7 1/2) days/sixty (60) hours of Earned Time annually.

5.08 Termination

Upon termination, any employee who has worked more than three months continuously will receive pay for any unused Earned Time provided that they have given three weeks notice unless circumstance beyond the control of the nurse prevented compliance with this requirement or the nurse was resigning under mutual agreement with the Hospital. Those employed less than three months receive pay only for time worked to the date of termination.

5.09 Earned Time Payment

- (a) Earned Time may be accumulated to a maximum of 60 days or 480 hours.
- (b) Earned Time may be cashed in as long as 120 hours (15) days remain in the nurse's accumulation after the cash-in. Cash-ins must be in 8 hour increments.
- (c) Nurses may cash in Earned Time as follows: If a nurse works less than 32 hours per week, she may cash in Earned Time as long as 7 1/2 days remain in the nurse's accumulation.
- (d) When a nurse accrues the maximum of 60 days or 480 hours of Earned Time, she will automatically be paid one week's Earned Time pay reducing the accumulated time to below maximum. The cycle will repeat itself as often as the nurse attains 60 days or 480 hours.

5.10 Holidays

- (a) Holidays will be observed on the days that they are officially celebrated. The following ten (10) holidays will be observed:

New Year's Day	Independence Day (on July 4)
Washington's Birthday	Labor Day
Good Friday (RNs working M-F)	Columbus Day
Easter Sunday (RNs working rotating weekends)	Thanksgiving Day
Memorial Day	Christmas Day
	Floating

- (b) Nurses who work on a holiday shall be compensated at time and one-half the nurses' straight time hourly pay (except float holiday which shall remain straight time). Hours worked from 3:00 p.m. Christmas Eve and New Year's Eve to 11:00 p.m. Christmas Day and New Year's Day will be paid at time and one-half. All other paid holidays will start with the night shift (11:15 p.m.) and conclude with the evening shift (11:30 p.m.) on the day of the holiday.

- (c) If the nurse has the holiday off, she will be paid one day's straight time pay from Earned Time accumulation.

- (d) If the holiday falls on the nurse's scheduled day off, the nurse retains the Earned Time for future use.

- (e) Nurses will rotate every other holiday, based on an uneven total number of holidays per year. (Float Holiday is excluded from consideration for this rotation). Please see Appendix "B" regarding the Holiday rotation during the term of this contract.

- (f) Weekend Holidays are observed in the following manner: Saturday holidays observed on the Friday before; Sunday holidays observed on the Monday after. Christmas Day and New Year's Day will be observed on the day they occur.

- (g) Nurses will be scheduled Christmas Eve or Christmas Day off, or New Year's Eve or New Year's Day off.

ARTICLE VI

6.01 Health Insurance.

All full-time and part-time regularly scheduled nurses who normally work a schedule of at least thirty (30) hours a week shall have the option to be covered by the Sisters of Providence Health Program at the following percentages:

- A. E.P.O.: Employee Percentages: Individual 15%
Family 20%
Pediatric Exclusion/Family 25%
- B. P.P.O.: Employee Percentages: Individual 45%
Family 50%

The Sisters of Providence Health Program presently provides for annual deductibles and certain co-payments and co-insurance in certain instances. The deductible shall be waived by the Hospital for in-system services for the term of this Agreement.

In the event that Mercy Hospital does not provide or is not equipped to provide a particular service which is medically necessary for a covered individual, the Hospital shall reimburse that individual for all monies actually paid by the individual on account of such co-insurance factor.

In no event shall the Hospital reimburse anyone for any service not permitted by the ethical directives of the U.S. Catholic Conference.

Should the Hospital implement a new improved health insurance program during the term of this contract the Registered Nurses will receive the benefit of the new improved health insurance plan at the same time as all other covered Hospital employees. However, should said plan result in higher cost to the Registered Nurses, the RNs, at their option, may reject the new improved health insurance program and remain in the current plan. If the RNs accept the new plan, they will pay the same increase in employee premium contribution as other Hospital employees.

A nurse who retires with ten (10) consecutive years of service at the Hospital, after reaching age sixty-two (62), but before reaching sixty-five (65), may continue to participate, at her own expense in the Hospital's health insurance plan until he/she reaches age sixty-five (65).

6.02 Dental Insurance.

The Hospital shall provide a Sisters of Providence Dental Program with the employee paying seventy-five percent (75%) of the monthly/weekly premium and the Hospital paying the balance twenty-five percent (25%) for individual coverage. In the case of family coverage the employee pays ninety percent (90%) and the Hospital pays ten percent (10%).

6.03 Worker's Compensation.

The Hospital will continue to insure each nurse under the Massachusetts Worker's Compensation Law. A nurse may draw upon her sick leave or Earned Time for the difference between worker's compensation benefits and her base salary. An employee on light duty will be re-evaluated after ninety (90) days and may not continue in that position for more than six (6) months.

6.04 Liability Insurance.

The Hospital shall, without cost to the nurse, provide liability insurance coverage in the amount of \$1,000,000/\$3,000,000.

6.05 Life Insurance.

All employees regularly scheduled for 24 hours or more per week shall be eligible to participate in the SPHS Group Life and Accidental Death & Dismemberment Plan in accordance with its terms, which shall provide a maximum death benefit equal to the employee's annual base salary with no limit. Plan information is available from Human Resources.

6.06 Disability Insurance.

The Hospital will provide a group Disability Insurance Plan with participation to be at the sole cost of the employee and under the rules as established by the underwriter.

Upon enrollment, the employee will receive a booklet describing the coverage and will receive notices of any changes in coverage while they are participants.

6.07 Pension Plan.

A) Effective January 1, 1997, freeze all benefits under existing Defined Benefits Plan.

B) Effective January 1, 1997, all employees become eligible for Prosper Pension Plans according to its rules for matching funds.

6.08 Physical Examination.

Every new nurse must pass a physical examination prior to employment. Routine chest x-rays will be provided annually without cost to the nurse, upon request to immediate supervisor. Routine Mantoux PPD tests will be provided annually, semi-annually where appropriate.

6.09 Fit for Duty.

In extraordinary circumstances, where the Hospital has sufficient reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, the Hospital may authorize the removal of such employee from the workplace. It is understood that the employee might not recognize or acknowledge such unfitness. When the Hospital authorizes involuntary removal of an employee under this section, the Hospital will provide to the employee within forty-eight (48) hours, a written notice including reasons for said removal. The employee shall be required to undergo a medical examination to determine his/her fitness for work. Cost of which shall be paid by the Hospital. During the initial examination period, the employee will be placed on paid administrative leave. The employee, if he/she so desires, may be examined by a physician of his/her own choice. In which case such verification and costs shall be the responsibility of the employee. In the event that the opinion of the employee's physician and the opinion of the Hospital's physician conflict, then a third neutral physician, agreeable to the Association and the Hospital, will be chosen to render an opinion, and such opinion shall be binding upon the Association, the Hospital and the employee. The cost of this neutral physician shall be borne equally by the Hospital and the employee.

6.10 Adoption Assistance Program

Nurses regularly scheduled 16 hours or more shall be eligible to participate in the SPHS Adoption Assistance Program with its terms and conditions. Currently, the adoption assistance plan will reimburse eligible expenses associated with the legal adoption of a child (children) up to \$3,000 for the legal adoption per employee and/or family with a lifetime maximum of \$6,000. This program and its conditions are subject to both Hospital funding, IRC section 137, and IRS regulations. Additional plan guidelines and reimbursement forms are available in Human Resources.

ARTICLE VII

7.01 Leave of Absence - General.

Leave of absence shall be any predetermined, authorized absence without pay, which is allowed at the request of the eligible nurse through the Director of Nursing, approved by the Administrator, and subject to those regulations as specified in this Agreement for the particular type of leave involved.

(a) A nurse not eligible for leave of absence may be allowed, at the discretion of the Director of Nursing, or his/her designee, a maximum of two (2) weeks excused absence without pay.

(b) In no case shall a nurse be eligible for leave of absence in an amount greater than indicated in this Agreement without the expressed approval of the Administrator.

(c) Extensions to a leave must be submitted and approved before the expiration of the previous leave and can only be granted for the aggregate of time for which the nurse is basically eligible.

(d) Whenever possible, request for leave of absence will be submitted to the Director of Nurses on the proper form at least one (1) month in advance.

(e) If the nurse is unable to return to work after the expiration of all eligible leave, she will be terminated and be considered if she later wishes to return.

(f) Before returning to work from any authorized leave of absence, a nurse must give the Director of Nursing, or her designee, as much notice as possible in order to properly reinstate the nurse. Reinstatement shall be on the following terms:

- (1) Any nurse returning from a leave of absence of less than six months shall be reinstated to her former position immediately unless, either she decides of her own accord to accept another position for which she is qualified; or if her leave exceeds ninety (90) days, and the Hospital, for purposes of staffing continuity, has filled her former position, that nurse shall still be entitled to return to a position which contains the same number of hours as the position she formerly held provided the nurse's leave is less than six (6) months. However, if a nurse returns to work after three (3) months and works a minimum of one (1) shift per week, Mercy Hospital will hold the nurse's position for an additional three (3) months. The parties agree that each case will be reviewed on an individual basis.
- Any RN currently on an approved leave of absence prior to the contract ratification date will be grandfathered under the contract language of October 01, 1996 - December 31, 1997.

- (2) Any nurse returning from an approved leave of absence, other than Worker's Compensation, greater than six months, shall be reinstated to her/his former position if vacant, otherwise she/he shall be eligible to apply for reinstatement to a posted position, provided that the nurse meet all qualifications for the position. The parties agree each situation will be reviewed on an individual basis.

(g) No leave will exceed an employee's time in service.

7.02 Personal Illness

Any full-time registered nurse or scheduled part-time registered nurse shall be eligible for leave of absence without pay beyond any accumulation under the paid sick-leave agreement for personal sickness or accident as follows: (The term "sickness" shall mean physical inability to work for cause not covered under the Worker's Compensation Act whether due to accident or otherwise.) Leave for personal illness may be extended up to six months.

7.03 Occupational Accident

A nurse who is absent because of an occupational accident, which occurred at this Hospital, will be eligible for a leave of absence, until approved for return to work by the attending or an impartial physician. In no case will occupational accident leave be granted for a period of time greater than twelve (12) months.

7.04 Maternity Leave

Any registered nurse shall be eligible for maternity leave of absence under the following conditions:

- (a) A nurse is entitled to up to 180 calendar days.
- (b) Whenever a nurse becomes pregnant, regardless of length of service or number of hours worked, she shall request and have completed the Maternity Questionnaire within a reasonable period of time but not less than four (4) months previous to the expected date of normal confinement. It shall be the Director of Nurses responsibility to see that the nurse has the Maternity Questionnaire completed by her physician and returned to the Personnel Director.

(c) Return from maternity leave will be allowed upon the written approval of the employee's physician.

7.05 Paternity Leave

A leave of absence of 2 weeks may be granted to full-time employees and pro-rated for part-time employees for paternity leave. If both parents are employees, leave privileges can only be extended for either maternity or paternity leave at the same time.

7.06 Adoption Leave

A leave of absence for 6 months may be granted when adopting a child. If both parents are employees, leave privileges can only be extended to one employee.

7.07 Military Leave

Any registered nurse who is a member of a military reserve organization of the Armed Services of the United States and is required to report for training shall be eligible for compensated military leave. This Hospital will compensate a nurse on military leave by making up the difference between the amount she would have received as pay for her regularly scheduled work week up to forty (40) hours and that pay which she received from the Government. (A statement indicating wages received for military duty signed by the employee's commanding officer or finance officer shall be presented to the Personnel Department.) However, the Hospital shall not be obligated to compensate an employee beyond a fifteen (15) day training period.

A nurse who has been inducted, enlisted, or recalled to active service for an extended period of time shall be reinstated as of original date of hire upon return if she complies with federal law pertaining to veterans.

7.08 Educational Leave

A full-time registered nurse with twelve (12) months or more of continuous service with this Hospital may be eligible for leave without pay for the purpose of further professional growth and development which will be of some value to the Hospital on the return of the nurse. Said leave may be granted up to twelve (12) months on written applications.

7.09 Personal Leave

Any full-time registered nurse or scheduled part-time registered nurse with twelve (12) months or more of continuous service may be eligible for a leave of absence without pay for personal reasons. Such leave may not exceed thirty (30) calendar days but may be extended for an additional period (not to exceed thirty (30) calendar days) at the nurse's written request. A leave will not be granted in order to allow a nurse to accept other employment.

7.10 Critical Illness or Death in Family

Any full-time registered nurse or scheduled part-time registered nurse of three (3) months or more of continuous service with this Hospital shall be eligible for leave without pay in a case of critical illness or death in the immediate family. The immediate family shall include spouse, child, parent, brother or sister. Said leave may not exceed sixty (60) calendar days.

7.11 Leave of Absence - Accrued Benefits

1. Sickness, Industrial Accidents and Maternity

(a) Vacation and Sick Benefits shall accrue during the first 30 days of said leave for employees who are not covered by the E.T. program.

(b) The Hospital will continue to provide health insurance and life insurance benefits for the duration of an industrial accident leave at the same rates of employer/employee contribution.

2. Educational

(a) Vacation and sick benefits shall accrue during the first 30 days of said leave for those employees who are not covered by the E.T. program.

(b) The Hospital shall continue to assume its responsibility for Medical Insurance during the first 30 days and for Life Insurance for the duration of said leave for registered nurses.

3. Personal and Critical Illness or Death in Family

(a) Vacation and sick benefits shall accrue during the first 30 days of said leave for those employees who are not covered by the E.T. program.

(b) The Hospital shall continue to assume its responsibility for Medical Insurance during the first 60 days and for Life Insurance for the duration of said leave for registered nurses. Nurses shall retain their seniority, which existed at the beginning of said leave.

All registered nurses returning from any approved Leave of Absence shall retain their seniority, which existed at the beginning of said leave.

In case of an authorized Leave of Absence, once the Medical Insurance payments have been discontinued by the Hospital, the Hospital agrees to retain the registered nurse in the program for the duration of the authorized leave so long as the registered nurse assumes responsibility for payment.

ARTICLE VIII

8.01 Seniority

A) Based on date of hire as a registered nurse, seniority means length of time a registered nurse has been continuously employed at the Hospital on a permanent basis in a position covered by this Agreement. There shall be one (1) master seniority list.

B) Once an RN is hired into a non-bargaining position, said RN's accrued bargaining unit seniority shall be frozen. She/he shall not accrue any bargaining unit seniority while in a non-bargaining unit position and she/he shall not have access to said "frozen" seniority unless/until she/he returns to a bargaining unit position. This language shall not apply to RNs who fill acting positions outside the bargaining unit provided that this assignment does not exceed sixty (60) days, with a limit of three times for any one RN, the second time two (2) years after returning to the bargaining unit, and the third time four (4) years thereafter.

Said RNs can only return to a bargaining unit position which is vacant for reasons other than RIF. Once said RN successfully bids on vacant position, she/he shall be credited with all previous bargaining unit seniority after working one year in new position.

C) Per Diem

An RN with at least three (3) years of bargaining unit seniority who resigns and is immediately hired into a per diem status and remains in that per diem status in good standing may, upon being rehired into a bargaining unit position and upon remaining continuously in that position for one year, regain her previous bargaining unit seniority provided she is rehired within twenty-four months of becoming a per diem and the position into which she is rehired is a permanent position vacant for a reason other than a reduction in force.

This language is applicable only to the seniority provisions of this Article.

D) A RN shall be credited with one year MNA bargaining unit seniority for every three years over ten years that she/he has worked as an L.P.N. at Mercy Hospital provided she has been continuously employed as an L.P.N. and an RN

This language is applicable to the RIF, posting positions, vacation and extra hour requests of this Article only.

the previous facility (members of Sisters of Providence Health System) is retained only for benefit consideration. Earned time, vacation, sick and holiday time accrued prior to the transfer shall be paid according to the current employer's policy regarding benefit payments prior to the transfer. Benefit coverage shall be converted to the benefit system in effect with the new facility. Credit for service with the previous System's employer shall be applied toward benefit hour programs with the new employer.

2. Credit for years of prior RN service in an MNA bargaining unit position within SPHS shall be applied for purposes of MNA seniority after completion of one year of continuous service in an MNA position at Mercy Hospital. This provision shall apply to current and future RN's. The parties agree to meet by June 1, 2001 to identify and calculate seniority addressed by this provision.

3. Employees who meet pension eligibility requirements shall transfer all of their combined years of credited pension years of service from employment with any Sisters of Providence facility to another which shall be applied toward a final pension benefit as described under the Sisters of Providence Health System, Pension Fund.

8.02 Promotion and Vacancies

Vacancies in staff nurse positions and above shall be posted on appropriate bulletin boards for a period of seven (7) calendar days and a copy made available to the chairperson. Any nurse interested in said vacancy shall make application to the Personnel Department within the seven (7) day period. The position shall be filled on the basis of qualifications and, where qualifications are relatively equal, seniority shall be a determining factor in filling said positions. The Nurse must be put into new position within six (6) weeks of appointment thereto. If a position is not filled, it shall be reposted with an asterisk and shall remain posted with said asterisk until filled.

Any RN who is on lay-off and takes a vacation may give written notice to her nurse manager that she/he wishes to be considered for a particular vacancy if it is posted during said vacation. The nurse shall then be eligible to apply for these vacancies upon return from her/his vacation. However, if the return date from vacation is more than fourteen (14) days, the said nurse may be required to appear for an interview, if necessary.

8.03 Loss of Seniority

Seniority will be lost by:

- (a) resignation;
- (b) discharge for just cause;
- (c) accepting employment while on leave of absence without express permission of the Hospital;
- (d) failure to return from approved leave;
- (e) failure to return to work when called from layoff within two (2) weeks after notice by registered or certified mail to her last known address;

(f) failure to be recalled from layoff for a period equal to the seniority accumulation, but no greater than one (1) year.

8.04 Rehiring

When a nurse terminates in good standing after working at least eight (8) continuous years in the bargaining unit, excluding years worked as a per diem, and is re-employed at the Hospital within thirty-six (36) months of termination, he/she shall regain his/her seniority after working continuously for twelve (12) additional months. Authorized leave of absence in excess of thirty (30) days will not be credited for the purpose of establishing the time periods listed herein.

When a nurse terminates in good standing but is not eligible to regain her/his seniority in the above paragraph, said nurse shall regain her/his seniority after rehiring by working continuously for eight (8) years.

This language is applicable only to the seniority provision of this Article.

8.05 Reduction in Force

If a reduction in force requiring layoff becomes necessary, at least two weeks before such layoff the Hospital and the Association representative will confer relative to the procedure to be followed. Unless otherwise agreed during such conference, reduction in force shall be made using the following procedure:

- (A) Seniority Lists: Master Seniority List, arranged according to length of service in the bargaining unit.
- (B) (1) Any temporary employee shall be laid off first. All other layoffs shall be in order of seniority. Nurses with the same date of hire shall determine seniority by casting of lots.
The Chairperson or Co-Chairpersons (no more than 2); the Vice Chairperson or Co-Vice Chairperson (no more than 2); the Treasurer and the Secretary will have Super Seniority.
- (2) Nurses to be laid-off shall be given ten (10) days' notice, "hand-delivered or mailed return receipt requested" to the home address currently on file with the Hospital.
- (C) The notice referred to in 8.05 (B) will contain the grade, cluster, shift and area to be affected and the total number of hours to be reduced in that cluster/area.

The parties agree that "shift" refers to one of the three traditional nursing shifts, and that with respect to those bargaining unit members whose tours of duty are for ten or twelve hours, their "shift" is the one on which the predominate number of hours worked occurs. By way of example, a bargaining unit member whose tour of duty is 7 a.m. to 7 p.m. is considered a member of the day shift, because the majority of those twelve hours occur within the hours that make up the day shift. The parties agree that with respect to shifts on which RN's work different tours of duty, for purposes of selecting the least senior RN assigned to the shift, there shall be no distinction based upon number of hours worked per tour of duty.

The Hospital has the right in the first instance to determine the number of hours to be reduced in each grade, cluster, shift, and area, i.e. RIF location. This is not to be construed as a waiver of any right the MNA has under Section 8.05 and 13.01 to challenge as unreasonable or unnecessary a decision to layoff employees. It is understood that the Hospital does not waive its position that under Section 8.05 and 13.01 the MNA cannot challenge a decision to reduce forces as unreasonable or unnecessary.

(D) For purposes of RIF, the Hospital's clusters are: (The specific stations would be defined.)

- a) Medical-Surgical/I.V. Therapy/Homeless, Rehabilitation, Surgical Center and Patient Assessment Unit
- b) OR/RR
- c) ICU/CCU/ER/IMC/Cardiac Cath. Lab & Interventional RNS
- d) All Grade II positions
- e) Nurse Practitioner
- f) Labor/Delivery/Post Partum/Nursery

(E) Benefits:

- (1) A nurse who is laid-off shall receive any accrued Earned Time as of the date of lay-off if the nurse so requests. The nurse must request Earned Time payment within one year.
- (2) Nurses on lay-off shall retain all accrued benefits and seniority as of the date of lay-off for one (1) year or as prescribed by law, but they shall not accrue seniority while on lay-off.
- (3) Nurses on lay-off are entitled to tuition reimbursement for courses they are taking at the time of lay-off.
- (4) Nurses who are on lay-off may upon request be placed on the per diem list and shall be called before any nurses who were on the per diem list prior to the reduction in force. Such a nurse shall retain recall rights to her former position.
- (5) Nurses on lay-off shall be given preference before new applicants for any vacancies. If a vacancy occurs in e.g. PACU, the Hospital makes a list by seniority of all registered nurses laid off from any areas, and all registered nurses, bumped from a PACU position in a reduction in force. The Hospital then notifies these RNs starting with the most senior, of said vacancies. The Hospital will notify laid-off nurses of such vacancies. Such a nurse shall retain recall rights to her former position.
- (6) The nurse on lay-off shall retain recall rights to her former shift, hours and unit if the position reopens within one year. The Nurse shall be terminated after one year on recall.

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(F) Recall:

Nurses shall be recalled in the reverse order of seniority. If there is any conflict between this subsection and subsection 8.05 E [6] above this subsection shall prevail and nurses shall be recalled by seniority.

(G) Reassignment:

A) The Hospital will prepare a bargaining unit seniority list of all nurses in the RIF location. Starting with the least senior RN (temporary first then probationary RN, if any), the Hospital shall eliminate RN positions until the required number of hours has been reduced.

This procedure may result in the partial elimination of a position. (For example, forty (40) hours need to be reduced in the Staff RN position in Med./Surg., Day Shift, Station). The least senior employee working in that classification, unit, shift, and area works thirty-two (32) hours. She/he would be laid off. The next least senior that meets the above criteria works forty (40) hours. She/he would have her/his hours reduced from forty (40) hours to thirty-two (32) hours.

The parties agree that reductions in the number of hours that are to be effected shall be in increments equal to the length of the affected bargaining unit members. Thus, a partial elimination may cause a decrease in the number of shifts per week to be worked by the affected bargaining unit member, but it shall not cause a change in the number of hours per shift that the individual works. A partial elimination that would reduce the number of hours by an amount less than that of the affected bargaining unit member's regular shift may be accomplished by the mutual agreement of the MNA and the Hospital. By way of example, assume that 40 hours need to be reduced in a selected RIF location, and the least senior employee in that RIF location works 36 hours per week. She/he would be laid off, i.e. his/her position would be eliminated, leaving 4 hours still to be reduced. The next least senior employee in the RIF location works 8-hour shifts. With respect to the remaining four hours, the Hospital would have the choice of: 1) effecting the remaining reduction by reducing that employee's schedule by one 8-hour shift; 2) foregoing the remaining reduction; or 3) agreeing with the MNA to another method of effecting the remaining reduction.

B. If the reduction in force results in the partial elimination of the position of the least nurse affected, and that nurse opts not to accept the reduced hours, the position will be offered in order of seniority to nurses targeted for lay-off or displaced through the exercise of bumping rights. If the position is not filled in this manner, the usual vacancy procedures in Article 8.02 shall apply.

Persons whose positions have not been eliminated shall not have their shift times changed in connection with a reduction in force. By way of example in the event the Hospital decides to effect a position elimination on the evening shift on a given station, the Hospital may not change the shift times of the RN's on either of the other shifts in order to replace the coverage lost as result of that elimination.

C) The nurse(s) laid off, or whose position is partially eliminated, may exercise the following options:

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1. except the lay-off without penalty unless a position is available, through posting or displacement, where the only difference from the nurse's prior position is in the Med./Surg. area worked.

2. Retain her/his prior position at reduced hours, if applicable.
3. Exercise bumping rights as provided in Article (H) below.

(H) Displacement Procedures

The parties agree that for purposes of Section 8.05 (H), the order of selection among the class of persons affected by a reduction in force shall always be governed by bargaining unit seniority, regardless of whether the selecting RN is a person whose position has been eliminated or the person who has been displaced by a person whose position has been eliminated. By way of example, assume that two persons - "A" and "B" - have their positions eliminated, and that "A" is more senior than "B". The more senior of the two - "A" - shall select first from among the options set forth therein. If "A" elects to displace another RN - "C" - pursuant to Section 8.05(H) (2), the next RN to make her selection shall be the more senior of "B" and "C".

The Hospital shall then draw up a master list of all Grade I bargaining unit RNs all three (3) shifts combined. Each RN whose position has been eliminated, as per subsection (G) therein, shall have her/his name circled on said master list.

Starting with the most senior RN circled, each RN shall have the opportunity to select one of the following options:

- 1) The nurse shall be laid off;

- 2) The nurse may displace any RN on the master list with less seniority provided she/he accepts the shift and hours of said less senior RN using the following formula:

<u>Laid Off From</u>	<u>May Bump Into</u>
Group I: ICU/CCU, IMC	Their own cluster
ER/OR/RR	or Med./Surg.
Group II: Med./Surg.	Group II
all other Grade I not listed	

In addition, RNs may displace into any unit if they have been previously permanently assigned and not removed from that unit for documented unsatisfactory work performance for at least six (6) months within the past two (2) years, or has worked as an RN in the last calendar year in the unit where she/he wished to displace.

- 3) The nurse may select an RN vacancy, vacant for reasons other than reduction in force. A nurse involved in the reduction in force shall have preference for said vacancies over other applicants provided she/he is qualified for said vacancy with reasonable orientation (6 weeks). The Hospital shall not delay the posting of vacancies prior to a R.I.F. only to offer said vacancies to nurses involved in a R.I.F.

- 4) A nurse may not bump an RN with more hours than her former position except that 36 hour nurses may bump 40 hour nurses. If a part-time nurse does not have another position to bump into with the same or fewer hours within her/his same cluster, she/he may displace any RN from any shift with less seniority from another cluster for same or fewer hours.

In the event of any reduction in force, nurses laid off will be given the opportunity to serve as per diem nurses, if they wish. However, the Hospital may not regularly assign temporary and/or per diem nurses to a position which was eliminated during lay-off in order to avoid creation of a permanent position.

(I) Grade II RNs

The procedure shall be the same for RNs in this higher pay grade as it is for RNs in Grade I except there shall be a master seniority list drawn up (if any hours are to be eliminated from Grade II positions) of all Grade II positions and hours shall be reduced as per subsection (G) above.

Then for the Displacement Procedure (H), there shall be two master seniority lists drawn up, list one to include all Grade II RNs only and list two to include Grade I and Grade II RNs. Grade II RNs may then use either list to exercise the Displacement Procedure in subsection (H) except they will not be subject to the same limitation set forth in H(4) above.

NURSES IN A LOWER SALARY CLASSIFICATION CANNOT BUMP INTO A HIGHER SALARY CLASSIFICATION.

8.06 Association Representatives.

Authorized representatives of the Association may visit the Hospital at any reasonable time for the purpose of discharging the Association's duties as the collective bargaining representative. Such Association representatives shall, at the time of calling at the Hospital, give notice of their presence to the Hospital Administrator or her designated representative. Such visits by Association representatives shall insofar as it is practical to do so, be made during the first shift hours. Such visits shall not interfere with the normal operations of the Hospital.

8.07 Non-Discrimination.

Neither the Hospital nor the Association will discriminate against any nurse in violation of applicable law because of age, ancestry, color, creed, marital status, race, sex, sexual orientation or handicap.

8.08 Discipline

- (a) No nurse shall be disciplined or discharged except for just cause provided that a nurse may be terminated during her probationary period without recourse by the nurse or the Association.

(v) Recourse to disciplinary action will not become a permanent part of the employee's record if there is no similar offense within a year following the first one. At the end of one (1) year, the record of such disciplinary action will be removed. However, any employee who has been suspended for any reason shall have such documented disciplinary action removed from their personnel file only after two (2) years if there is no similar offense.

3.09 Evaluations.

A) Copies.

Each registered nurse shall be entitled to receive a copy of his or her yearly or terminal evaluation upon written request by the registered nurse to the Personnel Department.

B) Derogatory Items.

The Hospital agrees that nothing of a derogatory nature concerning a nurse's conduct or care shall be placed in his/her personnel file without first having been shown to said nurse and signed by him/her.

C) Evaluations.

Every RN will be evaluated by an RN supervisor or an RN manager.

ARTICLE IX

9.01 Death in Family Excused Absence.

A full-time registered nurse or scheduled part-time registered nurse who has completed the probationary period shall be eligible for three (3) scheduled days off at base pay within five (5) days beginning the day of death in the immediate family. The immediate family of a nurse shall include only the following: Spouse, child, parent, brother, sister, spouse's parents, grandparents or grandchild.

One (1) day (day of funeral) will be granted for death of foster parent, foster child, brother-in-law, sister-in-law. Notification must be given the Hospital by the nurse.

In case of the death of someone not described herein, but who is a resident in the nurse's household, the Nurse may take up to three (3) days of unscheduled earned time.

9.02 Jury Duty.

The Hospital will make payment required to be made by law by the employer to an employee juror. For any scheduled days in which the obligation falls upon the Commonwealth to pay the employee serving as a juror, the Hospital shall make such additional payment as required by this Article.

Any full-time or scheduled part-time nurse called to jury duty after completion of her probationary period will be paid the difference between the base pay she would have received from the Hospital and her payments for jury service for the first four (4) weeks of such service. These payments will be contingent upon presentation to the Personnel Department of a written statement from a court official as to the days and hours served and pay received. The nurse shall notify the Hospital as soon as possible following notification that she has been selected for jury duty.

Nurses scheduled to work the night shift before reporting for jury duty will have the option of considering the night before they report or serve as their jury duty time.

If the Court in question has a "call in" juror selection system or a stand by system, the employee must take advantage of that system in order to be compensated by the Hospital under this Article for any time actually spent as a juror. The Hospital will inform each employee of this requirement when the employee advises the Hospital of his/her jury duty.

ARTICLE X

10.01 Professional Meetings.

The Director of Nurses, or his/her designee, may authorize time off without loss of pay and/or reimbursed expenses for nurses attending professional meetings, clinical conferences, conventions, advance courses, or other similar activities. (To include evening and night nurses.)

10.02 Continuing Education.

The Hospital shall provide to all nurses a minimum of 15 contact hours per calendar year of C.E.U. approved in service education programs for the specific purpose of promoting continuous learning experiences relative to the performance of professional duties. Pertaining to grand rounds only, the Hospital's charge to the Nurse shall be \$5.00 or 25% of its cost, whichever is less.

10.03 Tuition Reimbursement.

All regularly scheduled full-time or part-time Nurses who work a minimum of sixteen (16) hours per week and have completed their introductory evaluation period shall be eligible to participate in the Hospital Tuition Assistance Program in accordance with its terms. The Program provides 75% of tuition costs up to \$1,200 annually, for approved courses, subject to Hospital budgeted funding. If an employee is regularly scheduled for less than 30 hours, reimbursement will be prorated based on scheduled hours at the time of reimbursement. Up to \$100 of a nurse's annual reimbursement may be applied to continuing education costs. Employees may contact the Human Resources Department for further information.

ARTICLE XI11.01 Delegation Language.

No RN shall be required to delegate activities contrary to the Mass. Nurses Practice Act or the Code of Mass. Regulations 244CMR Board of Registration in Nursing, Sec.3.05(1993), and the standards of the Joint Commission on Accreditation of Health Care Organizations.

11.02 Staffing Advisory Committee

A Staffing Advisory Committee (SAC) will be established. This Committee will report to the Labor/Management Committee. The Committee, which will number six (6) RNs in total, will consist of an equal number three (3), of members from Nursing Administration and bargaining unit RNs. The Committee shall meet monthly and minutes will be maintained. The bargaining unit RNs will be granted paid release time to attend these meetings. The Committee may elect such officers as it deems fit.

The SAC will review and discuss staffing matters and provide direct input to the Labor/Management Committee. Topics appropriate for the Committee to consider shall include, but not be limited to:

1. Impact of staffing on patient care and employee safety.
2. Reviewing any "MNA Staffing Reports" and making recommendations to prevent mandatory overtime and other issues or concerns.
3. Reviewing scheduling concerns including, but not limited to, holiday, weekend and vacation scheduling, floating, rotation of shifts and alternate scheduling plans.
4. Reviewing weekend staffing shortages resulting from sick calls.
5. Reviewing the use and scheduling of per diem nurses.

The SAC does not have the authority to modify the existing staffing levels or the collective bargaining agreement or to negotiate over terms and conditions of employment. Neither party waives any rights to grieve any provision of the Collective Bargaining Agreement.

The parties agree to work cooperatively in an effort to ensure an appropriate relationship between patient care needs and staffing levels.

A bargaining unit RN questioning the level of staffing on her/his unit shall notify the designated supervisor on duty. The supervisor will respond as soon as possible, discuss the concerns and may utilize any available resource to alleviate the problem.

If the bargaining unit RN's concern is unresolved, the bargaining unit RN will notify the supervisor of her/his intent to file an MNA Staffing Report. A copy of this form will be forwarded to the SAC and listed as an agenda item at the next available SAC meeting. The supervisor will submit a response to the SAC for review at the meeting, as well. The SAC will review such concerns and responses and make any recommendations to the Labor/Management Committee.

11.03 Health and Safety

- 1) The Mercy Hospital acknowledges its responsibility to provide safe and clean building and grounds for its employees. Mercy Hospital will adhere to all applicable state and federal laws.
- 2) Exposure to communicable or contagious diseases: Recognizing the RN's risk of exposure to communicable disease in the ordinary course of performing their duties, the Hospital agrees to provide educational and preventative measures to safeguard the health and welfare of all RNs.

ARTICLE XII12.01 Nurses' Committee.

There shall be a nurses' committee consisting of registered nurses from the bargaining unit which shall meet every other month, at the request of the nurses' committee, with representatives of the Hospital for the purpose of meaningful discussion and feedback concerning policies, nursing practice issues, staffing, orientation, patient safety and other matters of mutual concern. The parties shall meet at times mutually agreeable to each. If the committee submits recommendations and rationale and the Hospital does not follow that recommendation, then the hospital shall respond in writing with its reasons.

12.02 Grievance.

Any complaint or dispute involving the interpretation or application of the agreement shall be deemed a grievance and must be initiated under the procedures provided below within thirty (30) calendar days after the facts or event occurred which the nurse or Association should have reasonably known about except those grievances involving discipline shall be initiated within ten (10) calendar days of the imposition of said discipline. No administrator/manager shall hear more than one step of the same grievance. As appropriate, managerial personnel will be available as needed by either side for any grievance hearings.

Step 1: Between the nurse(s) involved, a member of the Nurses' Committee and the Nurse Manager or the Director of Nursing or her delegate. The Nurse Manager or the Director of Nursing shall submit in writing her decision within five (5) weekdays after the meeting. If the grievant(s) is not satisfied with the written decision of the Nurse Manager or the Director of Nursing or her delegate, the grievance shall be submitted in writing within five (5) week days (Monday-Friday) thereafter to the Director of Nursing or the Vice President of Patient Care Services.

Step 2: Between the nurse(s) involved, a member of the Nurses' Committee and the Director of Nursing or Vice President of Patient Care Services or her delegate. The Director of Nursing or Vice President of Patient Care Services shall give her decision in writing within five (5) week days after the meeting. If not satisfied with the decision of the Director of Nursing or Vice President of Patient Care Services, the grievant may submit within ten (10) weekdays thereafter to the President.

Step 3: Between the nurse(s) involved, a member of the Nurses' Committee and the President or his designee. A representative of the Association may be present at the discussion of the grievance at this step. The President shall give his decision within ten (10) weekdays after the meeting.

In the event of a termination, there shall be one Step Three internal hearing by the President or his/her designee where the Vice President of Patient Affairs or her/his designee is present.

2.03 Arbitration.

If the dispute is not resolved in the foregoing Sections of this Article, either party may submit the matter to arbitration within thirty (30) calendar days after the receipt of a written answer in Step 3. The party desiring arbitration shall notify the other party, and they shall thereupon attempt to agree upon an arbitrator. In the event that the parties cannot reach agreement, the dispute shall be submitted to the American Arbitration Association under its Voluntary Labor Arbitration rules and regulations. The decision of the arbitrator shall be final and binding on all the parties. The costs of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties.

(a) The arbitrator shall have no authority to add to or subtract from or modify any of the terms of this agreement. In the event a new classification and salary rate are instituted by the Hospital, the matter may be subject to arbitration and the arbitrator shall not be limited by the provisions hereof with respect to such classification and salary rate.

(b) The Hospital and the Association shall have the right to file a grievance, which grievance shall be instituted at Step 2.

(c) In the event that an appeal is not taken to the next step within the time limitations set forth under this Article, the matter shall be deemed to be resolved on the basis of the last written resolution of the matter. If the Hospital fails to answer a grievance within the foregoing time limitations, the grievance shall be resolved in favor of the grievant.

(d) By written mutual consent the parties may agree to extend the time limits.

ARTICLE XIII

3.01 Strikes and Lockouts.

It is mutually agreed that during the term of this Agreement, there will be no stoppage of work, lockouts, mass sick days, slowdowns or any similar interference with the operation of the Hospital. The Association also agrees that it will not foster or encourage mass resignations.

14.01 Management Rights.

ARTICLE XIV

The Association recognizes that the Hospital has the obligation of serving the public with the highest quality efficient and economical medical care and in meeting medical emergencies. The Association further recognizes the right of the Hospital to operate and manage the Hospital including but not limited to the right to require efficient standards of performance and the maintenance of discipline, order and efficiency, the right to determine medical and nursing care standards and methods, to direct nurses and determine professional assignments, to schedule work, to determine the quantity and type of equipment to be used, to introduce new methods and facilities, to determine efficient staffing requirements, to determine the number and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to select and hire employees, to determine qualifications for nursing positions, to promote, demote, suspend, discipline or discharge employees for just cause, to lay off employees for lack of work or other legitimate reasons, to recall employees, to determine that nurse employees shall not perform certain functions, to require reasonable overtime work, to promulgate reasonable rules and regulations provided that such rights shall not be exercised so as to violate any of the specific provision of this agreement.

ARTICLE XV

15.01 Not Needed Time:

It is understood that employees may be required to take unpaid not needed time from their scheduled hours as determined by the Hospital considering its workload and census.

An employee may take Earned Time in lieu of unpaid not needed time.

Hours taken as not needed time or time off without pay due to excess staffing shall be considered time worked for purposes of benefit accrual and seniority.

In the event that it is necessary to require not needed time the Hospital will ask first for volunteers, next not needed time will be assigned on a rotating basis according to seniority. Under no circumstance will an employee be rotated to not needed time (unless he/she volunteer) more than 4 days per year.

Should an employee report for work at the start of his/her regular day, not having been notified not to report, such employee shall be paid at least two (2) hours of his/her regular rate of pay.

Not needed time may be required for any portion of a day or shift, but in a minimum of three hour blocks and with a minimum of one hour notice and with no split shifts.

Pro Rata:

16 hours - 12 hours
24 hours - 20 hours
32 hours - 24 hours
36 hours - 28 hours
40 hours - 32 hours

Not needed time will sunset and expire on December 31, 2003.

16.01 Duration and Renewal.

This agreement will be effective as of January 1, 2001 and remain in full force and effect until December 31, 2003 and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to December 31, of any year. In the event such notice is given, the Agreement will continue in effect until a new Agreement is reached through negotiations.

ARTICLE XVIARTICLE XVII

The Hospital will make every effort to require that this Agreement shall be binding on any and all successors and assigns of the Hospital whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Hospital will make every effort to make it a condition of transfer that its successor shall be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and the year first above written.

MASSACHUSETTS NURSES ASSOCIATION**THE MERCY HOSPITAL**By: Shelley Reeve
Shelley Reeve, Interim Director, Labor RelationsBy: Vincent J. McCorkle
Vincent J. McCorkle, President/CEOBy: Andrea Fox
Andrea Fox, Associate Director, Labor RelationsBy: Beverly A. Ventura, RN
Beverly A. Ventura, RN,
Vice President of Patient Care ServicesBy: Stephan P. McElroy
Co-ChairpersonBy: _____
Co-ChairpersonSIDE LETTER

The Mercy Hospital (hereinafter the "Hospital") and the Massachusetts Nurses Association (hereinafter the "Union") have executed a Collective Bargaining Agreement this 4th day of January (the Agreement is dated January 1, 1998) and both the Hospital and the Union agree to the following five additional items:

- (a) The Hospital agrees to subsidize the difference if any in child care charges between the YWCA program at Mercy Hospital and the YWCA program in Downtown Springfield.
- (b) The parties agree to the term of the Collective Bargaining Agreement, a nurse who works in the Recovery Room (P.A.C.U.) and, therefore, reports to work at 6:00 a.m. shall use 11:00 p.m. and 1:00 a.m. instead of the 12:00 a.m. and 2:00 a.m. shown in Article 3, Section 08 (second paragraph) on call. PACU nurse now reports at 6:00 a.m.
- (c) For the term of this Collective Bargaining Agreement, Registered Nurses may have the option of electing into any I.R.C., Section 125 benefit program if established by the Hospital.
- (d) Anyone who has a MSN as of the date of the signing of this Agreement and does not have a B.S.N. shall be treated as a B.S.N. for the purposes of SS3.05 of this contract.
- (e) Eliminate 36/40 and 24/32. (In order to provide a transition for the current 24/32 employees all six will be given by seniority the following options: permanent weekend, 2 twelves and an 8 during the week for 32 hours pay and benefits; or 2 twelves permanent weekend for 24 hours pay and benefits; or working every other weekend, a 12 hour on weekend and a 12 and 8 during the week for 32 hours pay and benefits. It is most likely any nurse opting for extra hours would get those hours on evenings or nights; Nurses will now receive all applicable differentials).

This Side Letter signed this 4th day of January 2001.

WITNESS**THE MERCY HOSPITAL**By: Vincent J. McCorkle
Vincent J. McCorkle, President/CEOBy: Beverly A. Ventura, RN
Beverly A. Ventura, RN, V.P.
MASSACHUSETTS NURSES ASSOCIATIONBy: Shelley Reeve
Shelley Reeve, Interim Director, Labor RelationsBy: Andrea Fox
Andrea Fox, Associate Director, Labor RelationsBy: Stephan P. McElroy
Co-ChairpersonBy: _____
Co-Chairperson

APPENDIX A

Benefits for those nurses who elected to remain covered by the individual holiday/vacation/sick plans in effect prior to September 1, 1977.

SECTION 1: Holidays.

(a) Full-time registered nurses will be granted the following ten (10) holidays with pay:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday/Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Day

(b) Scheduled part-time registered nurses will be eligible for said holidays and their holiday pay shall be based upon the number of hours resulting from dividing their normal scheduled hours in a week by five (5).

(c) If a full-time registered nurse works on one of the above-stated holidays, she will be paid, in addition to her regular rate of pay for the hours worked, eight (8) hours basic pay for the holiday or, in the case of a registered nurse on Earned Time, he/she may elect to credit the holiday to the Earned Time bank. If the holiday falls on the nurse's day off, she will be paid eight (8) hours basic pay for the holiday.

(d) Nurses who work on a holiday shall be compensated at time and one-half the nurses' straight time hourly pay (except floating holiday which shall remain straight time). Hours worked from 3:00 p.m. Christmas Eve and New Year's Eve to 11:00 p.m. Christmas Day and New Year's Day will be paid at time and one-half. All other paid holidays will start with the night shift (11:15 p.m.) and conclude with the evening shift (11:30 p.m.) on the day of the holiday.

(e) Compensatory time off in lieu of holiday pay may be accepted by the registered nurse with the consent of the Hospital within a thirty day period before or after the holiday. If a holiday falls during a nurse's vacation, one (1) day will be added to her vacation.

(f) Holidays off will be rotated as equally as possible to afford each nurse a fair share of the holidays off.

(g) In order to be eligible for a holiday with pay, a registered nurse must work her full scheduled day before, on the holiday if scheduled, and after the holiday unless absent for good cause. The Hospital may inquire into or require reasonable evidence of good cause relating to such absence. A nurse who is absent must give prior notice unless prevented from doing so due to circumstances beyond her control.

SECTION 2: Vacations.

(a) Registered nurses will be entitled to vacation benefits in accordance with the following schedule.

Classification	Months of Service on Anniversary Date	Annual Vacation Hrs
IV Therapy and Staff Nurse	12 mos. but less than 36 mos. 36 mos. but less than 120 mos. 120 mos. but less than 240 mos. 240 months or more	80 hours 120 hours 160 hours 200 hours
All other Nurse Classifications	12 mos. but less than 60 mos. 60 mos. but less than 240 mos. 240 months or more	120 hours 160 hours 200 hours

(b) Part-time nurses will receive pro rata vacation in accordance with hours worked.

(c) Registered nurses who have been on the payroll for a full year and have not been discharged for cause shall receive a prorated vacation and terminal vacation pay if they have given notice equivalent to their vacation group except where: Circumstances beyond the control of the nurse prevented compliance with this requirement or the nurse was resigning under mutual agreement with the Hospital.

(d) A registered nurse who is to be laid off for a period in excess of 30 days shall receive any accrued vacation earned as of the date of the lay off.

SECTION 2: Illness Suffered During Scheduled Vacation.

Illness suffered during a registered nurse's scheduled vacation will be considered as vacation time rather than paid sick time. If a nurse who has accrued paid sick time becomes hospitalized during her vacation, she will be eligible for paid sick time and the vacation period resumed on a mutually acceptable date.

SECTION 3: Sick Time.

Full-time registered nurses will accrue sick time benefits at the rate of one (1) day for each month in the employ of the Hospital, cumulative to seventy-two (72) days. Sick time may not be used until the nurse has completed her probationary period.

APPENDIX B

HOLIDAYS TO BE WORKED

"B" HOLIDAYS

DAY AND EVENING STAFF

"A" HOLIDAYS

President's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Eve

New Year's Day
Easter Sunday/Good Friday
Independence Day
Columbus Day
Christmas Day
New Year's Eve

New Year's Day
Easter Sunday/Good Friday
Independence Day
Columbus Day
Christmas Day
New Year's Eve

President's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Eve

New Year's Day 1/01/03

HOLIDAYS TO BE WORKED

"B" HOLIDAYS

"A" HOLIDAYS

7:00P - 7:30A AND 11:15P - 7:15A

New Year's Day 1/01/01
President's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day 12/25/01
New Year's Eve 12/31/01

Easter Sunday/Good Friday
Independence Day
Columbus Day
Christmas Eve 12/24/01

Easter Sunday/Good Friday
Independence Day
Columbus Day
Christmas Eve 12/24/02

New Year's Day 1/01/03

2003

2002

2001

SIDE LETTER

The Mercy Hospital (hereinafter the "Hospital") and the Massachusetts Nurses Association (hereinafter the "Union") have executed a Collective Bargaining Agreement this day of January (the Agreement is dated January 1, 2001), and both the Hospital and the Union agree to the following additional item:

- (a) The Hospital will pay up to four (4) officers of the MNA for time scheduled in negotiations from October 24, 2000 through January 4, 2001.

This Side Letter signed this 7th day of January 2001.

WITNESS

THE MERCY HOSPITAL

By: [Signature]

Vincent J. McCorkle, President/CEO

By: [Signature]
Beverly A. Ventura, RN/V.P.
MASSACHUSETTS NURSES ASSOCIATION

By: [Signature]
Shelley Reever, Interim Director, Labor Relations

By: [Signature]
Andrea Fox, Associate Director, Labor Relations

By: [Signature]
Co-Chairperson

By: [Signature]
Co-Chairperson

SINCE LETTERED

The Mercy Hospital (hereinafter the "Hospital") and the Massachusetts Nurses Association (hereinafter the "Union") have executed a Collective Bargaining Agreement this 4th day of January 2001 (the Agreement is dated January 01, 2001) and both the Hospital and the Union agree to the following additional five items:

- A) The parties agree to further discuss the possibility of obtaining HIV insurance for the members of the bargaining unit prior to 12/31/03.
- B) The parties agree to further discuss the possibility of including "per diem" nurses in the bargaining unit prior to 12/31/03.
- C) If any changes impact on the bargaining unit as a result of the Tertiary affiliation with Lahey Clinic, upon request, the Hospital recognizes its obligation to bargain with the MNA prior to implementation of such changes.
- D) The parties agree to establish mutually agreeable guidelines for the PACU.
- E) Change dates on Side Letter (pg. 43) of the Collective Bargaining Agreement to reflect negotiations from October 24, 2000 to January 4, 2001 and substitute updated Holiday Schedules on Appendix B (pg. 42).

As Agreed to by the Undersigned on January 4, 2001.

For the Massachusetts Nurses Association

For Mercy Hospital

Andrew R. R.

M. R.

Stephen P. M.

Beverly A. V.

Spuller